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	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		ASSISTANCE ID NO.			DATE OF AWARD MAY 29 2002 MAILING DATE JUN 05 2002 ACH#
			PRG	DOC ID	AMEND#	
			V -	97914801	- 0	
			TYPE OF ACTION New			
RECIPIENT TYPE: Municipal			Send Payment Request to: Grants Management Office, PMD-7 -			PAYEE: LA Dept of Water & Power 111 North Hope Street Los Angeles, CA 90012
RECIPIENT:						
LA Dept of Water & Power 111 North Hope Street Los Angeles, CA 90012 EIN: 95-6000736						
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
Ernest Wong 111 North Hope Street Los Angeles, CA 90012 E-Mail: Phone: 213-367-0847		Bob Fitzgerald 75 Hawthorne Street, SFD-7-4 San Francisco, CA 94105 E-Mail: Fitzgerald.Bob@epa.gov Phone: 415-972-3173		Carolyn Truong Grants Management Office, PMD-7 E-Mail: Truong.Carolyn@epa.gov Phone: 415-972-3757		
PROJECT TITLE AND DESCRIPTION Superfund Site Specific Remedial Response for San Fernando Valley Groundwater Basin NHOU O&M This assistance agreement provides EPA funding in the amount of \$450,000 to support: operate and maintain a groundwater treatment facility in the North Hollywood area of Los Angeles County for the purpose of establishing hydraulic containment of groundwater contamination in the San Fernando Basin (SFB) by volatile organic compounds (VOCs) within the area of influence of the North Hollywood Operable Unit.						
BUDGET PERIOD 06/01/2002 - 05/31/2003		PROJECT PERIOD 06/01/2002 - 05/31/2003		TOTAL BUDGET PERIOD COST \$500,000.00		TOTAL PROJECT PERIOD COST \$500,000.00
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.						
OFFER AND ACCEPTANCE						
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>LA Dept of Water & Power</u> for <u>90.00</u> % of all approved costs incurred up to and not exceeding <u>\$450,000</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>02/21/2002</u> included herein by reference.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS				ORGANIZATION / ADDRESS		
U.S. EPA, Region 9 Grants Management Office, PMD-7 75 Hawthorne Street San Francisco, CA 94105				U.S. EPA, Region 9 Superfund Division 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE			DATE	
		Jane Diamond, Acting Director - Superfund Division			MAY 29 2002	
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE		TYPED NAME AND TITLE			DATE	
		Gerald A. Gewe, Asst. General Manager-Water			AUG 29 2002	

AUTHORIZED BY RES. 003 023
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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 450,000	\$ 450,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 50,000	\$ 50,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 500,000	\$ 500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Site Specific Cooperative Agreements	CERCLA: Sec. 104	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	H2TR19	2002	TR2	09K0XN1	50102D	4185	09N1OM02	C001	450,000
									450,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$118,775
2. Fringe Benefits	\$75,897
3. Travel	\$0
4. Equipment	\$36,428
5. Supplies	\$50,120
6. Contractual	\$0
7. Construction	\$0
8. Other	\$148,500
9. Total Direct Charges	\$429,720
10. Indirect Costs: % Base	\$70,280
11. Total (Share: Recipient 10.00 % Federal 90.00 %.)	\$500,000
12. Total Approved Assistance Amount	\$450,000
13. Program Income	\$0

Detailed Table B Budget Page: 1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. TABLE A, LINE 10, INDIRECT COSTS	\$
2. ARE BASED ON COST ALLOCATION PLAN	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

Administrative Conditions

1. The final Financial Status Report (FSR), Standard Form 269A (Rev. 7/97), for this award shall be submitted to the Grants Management Office, PMD-7, within 90 days after the end of the budget period (40 CFR Part 31.23(b)).
2. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.
3. The recipient agrees to complete and submit to the Grants Management Office, PMD-7, a MBE/WBE Utilization Report (EPA Form 5700-52A), within 30 days after the end of each Federal fiscal quarter (January 30, April 30, July 30, and October 30) beginning with the recipient's first contract award and continuing each quarter thereafter, until both the recipient and its contractor(s) award their last contract(s). Negative reports are required.
4. **Los Angeles Department of Water and Power (LADWP)**, as a recipient of Superfund monies under this Agreement, must report efforts taken to encourage the utilization of minority firms (outreach endeavors). This information must be included on the fourth quarter report (EPA Form 5700-52A). The report is due 30 days after the end of the Federal fiscal year.
5. In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under Federal assistance programs, the recipient agrees to:
 - a) Accept the applicable FY 1999 "fair share" goals negotiated with EPA by the **California Department of Toxic Substances Control**, as follows:

	<u>MBE</u>	<u>WBE</u>
Construction	20%	10%
Supplies	24%	44%
Services	20%	31%
Equipment	19%	16%

If the recipient does not want to rely on the applicable State's MBE/WBE "fair share" goals, the recipient agrees to submit proposed MBE/WBE "fair share" goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies, and equipment.

"Fair share" objectives must be submitted to Joe Ochab, PMD-1, within 30 days of award and approved by EPA no later than 30 days thereafter.

- b) Ensure to the fullest extent possible that at least the applicable "fair share" objective {see a) above} of Federal funds for prime contracts for supplies, construction, equipment or services are made available to organizations owned or controlled by

socially and economically disadvantaged individuals, women and historically black colleges and universities.

c) Include in its bid documents applicable "fair share" objectives {see a) above} and require all of its prime contractors to include in their bid documents for subcontracts the negotiated fair share percentages.

d) Follow the six affirmative steps stated in 40 CFR Section 30.44(b), Section 31.36(e), Section 35.3145(d), or Section 35.6580(a), as appropriate.

e) In the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBEs, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective.

f) Until the recipient has completed its fair share negotiations with EPA, it agrees to apply the main State agency's fair share objectives. Once the recipient has completed its fair share negotiations with EPA, it will apply those objectives. The recipient also agrees to include in its bid documents the applicable FY-1999 "fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable FY 1999 "fair share" percentages and to comply with paragraphs (c) through (e) above.

6. Indirect costs are authorized under this assistance agreement in accordance with the cost principles of OMB Circular A-87 and the cost allocation plan completed by the recipient. The recipient agrees to retain and make available to EPA a copy of the cost allocation plan upon request, if necessary.

7. "In accordance with OMB Circular A-87, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient also agrees to provide the information mandated by EPA's annual appropriations acts for fiscal year 2000, 2001 and fiscal year 2002 (PL 106-74, §426, PL 106-377, §424 and PL 107-73, §424 respectively) which require as follows: 'A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.' The recipient may satisfy this certification requirement in any reasonable manner. The certification must be submitted to EPA after all grant funds have been expended."

8. Pursuant to EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to Standard Forms. These forms are printed on recycled paper as available through the General Services Administration.

9. Effective October 1, 1994, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the Hotel and Motel Fire Safety Act of 1990.

10. LADWP shall notify the EPA Project Officer each time any unit of the North Hollywood Operable Unit treatment system, including the treatment plant or any of the seven operating wells, is out of service for two weeks. For periods of time during which any unit of the treatment system is out of service longer than two weeks, LADWP shall notify the EPA Project Officer in writing biweekly for the duration of each period out of service. Such notification(s) shall be in addition to the reporting requirements otherwise specified in this cooperative agreement and shall include information on the actions taken and the estimated date to return the affected unit(s) of the treatment system to service.

11. LADWP shall have no access to the funds approved in this application or in subsequent applications until EPA has received and approved a revised annual cooperative agreement project and budget workplan from LADWP.

12. CERCLA section 104(c)(4) requires that CERCLA-funded actions provide a cost-effective response, balancing the need for protection of public health, welfare, and the environment against the availability of amounts from the fund to respond at other sites. If the LADWP requests additional fund-financed response at the site, EPA will evaluate the request against available monies to determine whether it is appropriate. This cooperative agreement does not commit EPA to future funding for response actions at the site.

13. The EPA Remedial Project Officer or his/her designee will conduct periodic reviews and visits to evaluate project activities to assure compliance with applicable EPA requirements and regulations. The LADWP Project Officer agrees to ensure that schedules and reporting requirements are met or that any changes are agreed to by EPA. All LADWP-proposed modifications to schedules or activities will be reported to the EPA Project Officer for review and concurrence. The EPA Project Officer agrees to notify the LADWP Project Officer of schedule changes resulting from EPA enforcement activities.

14. The LADWP agrees to satisfy all Federal, State, and local requirements, including permits and approvals, necessary for implementing activities addressed in this cooperative agreement. The LADWP will provide access to the site as well as all rights-of-ways and easements necessary to complete the response actions. The LADWP will provide access to EPA employees and contractors at all reasonable times. The LADWP may not approve any compensation to property owners without EPA approval.

15. The LADWP agrees to submit progress reports to the EPA Project Officer within forty-five (45) days of the end of each Federal fiscal quarter. These reports shall include a summary of expenditures by object class for each activity, both to date and since previous report; estimates (percentages) of work elements completed for each activity, including a description of the basis for the estimates; estimated variances (cost and time) expected at project completion; and any significant findings, problems encountered, schedule compliance (including justification for non-compliance) and any

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additional funding.

16. EPA has determined that participation in a response action at a site by a contractor that is a potentially responsible party (PRP) or works for a PRP at the site could create an organizational conflict of interest (i.e., the contractor would be placed in a position where its interests would conflict with its ability to perform the work properly or would otherwise adversely affect State or Federal enforcement action). Therefore, the LADWP shall require each bidder or offerer on any subagreement funded under this cooperative agreement to provide, with its bid or proposal: (1) information on its status and the status of parent companies, subsidiaries, affiliates, subcontractors, and current clients as PRPs at the site; (2) certification that, to the best of its knowledge and belief, it has disclosed such information or no such information exists; and (3) a statement that it immediately shall disclose any such information discovered after submission of its bid or proposal or after award. The LADWP shall evaluate such information and shall exclude any bidder or offerer if the LADWP determines the bidder or offerer's conflict of interest is significant and cannot be avoided or otherwise resolved.

17. For any Federal fiscal year quarter which off-site treatment, storage, or disposal takes place, LADWP's quarterly report shall detail the following information: type and of form wastes; name, location and identification number of facility(ies) utilized; pretreatment of wastes before transportation and at the facility; final method of treatment or disposal; compliance status of the facility and summary of any inspection reports prepared during the quarter; and, if wastes were landfilled, the disposal cell number or location and type of liner. When appropriate, LADWP must evaluate whether the Resource Conservation and Recovery Act land disposal restrictions (LDRs) established under the Hazardous and Solid Waste Amendments are "applicable" to a CERCLA response action. Compliance with the LDRs may be deemed necessary.

18. EPA prior approval is required for any task or budget category that is expected to exceed its original estimated amount. EPA requests notification when the task or budget category reaches 75% of the maximum pre-approved amount. EPA requests prior notification of any meetings to be held between the LADWP and State and/or local agencies and/or the Watermaster if such meetings are held to discuss North Hollywood activities.

-- END OF DOCUMENT --